imposing a criminal liability thereon, if such were possible. However, such construction, it is submitted, does violence to the English language. The statute states expressly that it is applicable to foreign vessels in American ports. The violation is not the making of a contract in a foreign country, but in deducting such advances in an American port and in refusing to pay one-half of the wages then earned. Though the result reached in the principal case is a desirable one from an international point of view, the real remedy would seem to be with the legislature and not the judiciary.

SHIPPING — FREIGHT — WHEN RIGHT TO FREIGHT BEGINS. — The claimant, a shipowner, contracted to carry a cargo of paper for the libellant from New York to Bordeaux. The bill of lading provided that restraints of princes and rulers were to be excepted and "freight for the said goods to be prepaid in full without discount retained and irrevocably, ship and / or cargo lost or not lost." Before the ship was ready to sail, an embargo was placed upon all vessels whose voyages would bring them within the submarine zone, and clearance was consequently refused to the claimant's ship. The cargo was subsequently discharged and the shipowners refused to return the prepaid freight. *Held*, that the shipowner may retain freight though the ship had not broken ground. *The Gracie D. Chambers*, 253 Fed. 182 (Circ. Ct. App.).

At common law, no freight is due until the cargo has been delivered at the port of destination. *Osgood* v. *Growing*, 2 Camp. 466; *Post* v. *Robertson*, 1 Johns. (N. Y.) 24. As the carrier's contract is entire, it follows, then, that he could not recover for services rendered prior to the ship's breaking ground. *Curling* v. *Long*, 1 B. & P. 634; *The Tornado*, 108 U. S. 342. By the law maritime the result would be the same, since the right to freight begins only upon inception of the voyage. *Curling* v. *Long*, *supra*. See MACLACHLAN, MERCHANT SHIPPING, 5 ed., 546. In England, however, if the contract provides that freight be prepaid, it is not recoverable whether earned or not. *De Silvale* v. *Kendall*, 4 M. & S. 37; *Allison* v. *Bristol Marine Ins. Co.* (1876), 1 A. C. 209. In such a case, therefore, where the cargo is destroyed before the ship breaks ground, but after the time fixed for prepayment of freight, the owner may retain the sums advanced. *Coker* v. *Limerick S. S. Co.*, 34 L. T. R. 18. In the United States the common law applies alike to prepaid freight, and it must be returned when there has been no full performance. *Watson* v. *Duykinck*, 3 Johns. (N. Y.) 335; *Benner* v. *Equitable Ins. Co.*, 6 Allen (Mass.) 222. See 1 PARSONS, SHIPPING AND ADMIRALTY, 210. But a specific contract similar to the one in the principal case clearly suspends the common-law rule and produces the same effect as a provision for prepaid freight under the English law. On the basis of the English decision and as a matter of pure construction, therefore, the principal case seems correctly decided. The dissenting opinion prompted by a desire to avoid a harsh result cannot, however, be supported in view of the clear terms of the contract.

STATUTE OF FRAUDS — INTEREST IN LANDS — VALIDITY OF AN ORAL AGREEMENT TO PAY FOR IMPROVEMENTS TO LAND. — By an oral agreement defendant leased his premises to plaintiff, and promised to allow plaintiff to remove all improvements or to compensate him for their value. After plaintiff had made certain improvements, including the planting of an orchard, defendant terminated the lease and took possession. The plaintiff brings this action on the oral agreement for the value of the improvements. *Held*, that plaintiff could recover on equitable principles as well as on the oral agreement. *Fredell* v. *Ormand Mining Co.*, 97 S. E. 386 (N. C.).

By the better view, an oral agreement for the sale of standing trees is invalidated by the Statute of Frauds. *Green* v. *Armstrong*, 1 Denio (N. Y.) 550; *Hirth* v. *Graham*, 50 Ohio St. 57. *Contra*, *Marshall* v. *Green*, 1 C. P. D. 35.

See 13 HARV. L. REV. 225. But an agreement between a landowner and an outsider for payment for planting trees or making other improvements to land is generally held not to be within the statute. *Frear* v. *Hardenbergh*, 5 Johns. (N. Y.) 272; *Lower* v. *Winters*, 7 Cow. (N. Y.) 263. But see *Falmouth* v. *Thomas*, 1 Cromp. & M. 89, 108. The reasoning is that such an agreement is simply a contract for payment for certain labor and chattels to be applied in a given manner, and does not effect a transfer of any interest in the land. The agreement in the principal case comes within this reasoning, so that it seems unnecessary to resort to equitable principles to justify the recovery.

TORTS — UNFAIR COMPETITION — PIRACY OF NEWS. — The Associated Press brought a bill in equity against the International News Service asking that the latter be enjoined, *inter alia*, from copying news from bulletin boards and early editions of complainant's newspapers and selling this, either bodily or after rewriting it, to defendant's customers, until its commercial value as news to the complainant and all of its members had passed away. *Held*, such acts constitute unfair competition, complainant has a limited property in news gathered by it, and a preliminary injunction will be granted. *International News Service* v. *The Associated Press*, U. S. Sup. Ct., December 23 (October Term, No. 221), 1918.

For a discussion of this case, see NOTES, page 566.

BOOK REVIEWS

A SHORT TREATISE ON CANADIAN CONSTITUTIONAL LAW. By A. H. F. Lefroy. Toronto: Carswell Company. $4.00.

Mr. Lefroy has written a valuable and informative book. American lawyers are in general lamentably ignorant of the working of federalism in the two great English commonwealths; and it has been in the past the excuse that books like Mr. Lefroy's larger treatise on Canada and Mr. Moore's admirable volume are too large for anyone save the student of details. Mr. Lefroy's book removes the basis for this excuse, so far, at least, as Canada is concerned. In three hundred pages he gives us an admirable summary of the main legal hypotheses of Canadian federalism and a mass of notes which refer to the more important cases on the subject. Professor Kennedy of Toronto contributes a useful historical introduction in which Canadian constitutionalism prior to 1867 is discussed.

One or two observations of special importance may be noted. Legally the question meets us on the threshold as to whether Canada is to be regarded as a federation at all. If *A. G. for Australia* v. *Colonial Sugar Refining Co.*, [1914] A. C. 237, is to be accepted as good law, Canada is to be regarded as simply a rather striking instance of decentralization in which old powers were redistributed. Mr. Lefroy argues that it is impossible to accept this point of view. It mistakes a confederation for what may be the same thing in result, but utterly different in its origin. The Federation Act of 1867 clearly intended to recognize national unity in the *milieu* of a very complete right to local self-government, exactly as in the case of the Constitution of the United States.

It is well known that Mr. Lefroy is the urgent advocate of a complete distinction between American and Canadian federalism, and it is worth while to summarize the grounds of his argument. (1) In Canada there is no separation of powers. The existence, both in the federal and provincial governments, of the English parliamentary system, with its fusion of executive and legislature, marks a fundamental difference from the system of America. (2) There